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Corporate Guide to Patents, Trademarks, Copyrights and Trade Secrets with Attached Note

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MORGAN CONSTRUCTION COMPANY
MEMORANDUM

18 April 1989

To: Patent Committee Members:
R L Brannaman J J Coffey M E Gauthier
M Gilvar A A Jalil D M Morgan
Pa S Morgan P R Morgan D L Pariseau
E W Randall C Roy L S Salter

From: G J Drumheller

Subj: "Corporate Guide to Patents, Trademarks,
Copyrights and Trade Secrets"

Attached to this is a copy of the above which R L Brannaman obtained some time ago. I was supposed to have given you copies, but managed to put it into a file and lose it for some time. My apologies.

The trade secret section is particularly interesting and merits some discussion at the next committee meeting.

GJD1034:gjd

Revised Edition

**Corporate
Guide
To Patents,
Trademarks,
Copyrights
And
Trade Secrets**



Foreword

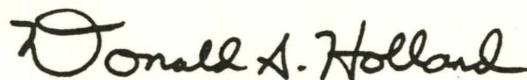
This booklet has been prepared to give corporate management an awareness of patents, trademarks, copyrights and trade secrets.

With an awareness in these areas, you will be able to ascertain your company's needs and will be able to decide when it is necessary to refer a matter to a qualified attorney.

The booklet is comprised of four informative and concise sections: patents, trademarks, copyrights and trade secrets. Each section contains the questions that patent attorneys are frequently asked. Also included are examples of practical advice that patent attorneys give to clients and general practitioners.

I hope that this booklet gives you a better understanding of how intellectual property laws affect your company. I caution you, however, that the opinions put forth in this booklet should not be relied on exclusively as a basis for handling your company's specific affairs. Since slight changes in fact situations could alter the applicable advice contained herein, a qualified patent attorney should be consulted for your specific needs.

Sincerely,

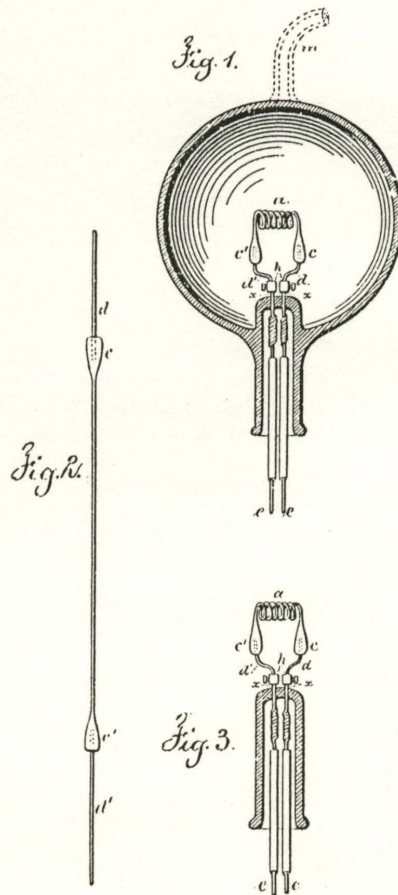
A handwritten signature in dark ink, reading "Donald A. Holland". The signature is written in a cursive style with a large, stylized initial "D".

Donald S. Holland, Esq.

T. A. EDISON.
Electric-Lamp.

No. 223,898.

Patented Jan. 27, 1880.



Witnesses

Chas. H. Smith
Geo. T. Mackney

Inventor
Thomas A. Edison

for Lemuel W. Ferrell

atly.

Patents

Inquiries Frequently Made

Q1. What is a patent?

A1. A patent is a grant issued by the United States government giving an inventor the right to exclude all others from making, using or selling his invention within the United States, its territories and possessions. It is usually thought of as a contract between the government and an inventor by which the government grants the inventor (or his assigns) a monopoly for the life of the patent in return for a full disclosure of the invention. After the patent expires, it cannot be renewed and anyone is free to copy the invention described in it.

Q2. For how long does a patent last?

A2. The life of a patent is normally 17 years from the date on which it is issued; except for patents on ornamental designs, which are granted for a term of 14 years.

Q3. On what subject matter may a patent be granted?

A3. A patent may be granted to the inventor or discoverer of any new, useful, and unobvious process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, or on any distinct and new variety of asexually reproduced plants, or on any new, original and ornamental design for an article of manufacture.

Q4. What do the terms "patent pending" and "patent applied for" mean?

A4. They are used by a manufacturer or seller of an article to inform the public that an application for patent on that article is on file in the Patent and Trademark Office. The law imposes a fine on those who use these terms falsely to deceive the public.

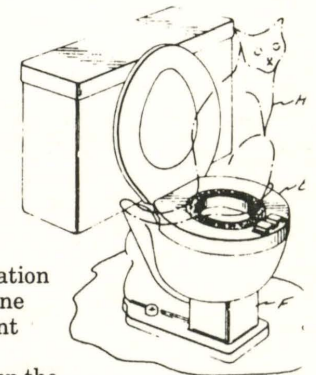
Q5. Why should we even bother to use the terms "patent pending" and "patent applied for"?

A5. These terms are great deterrents to the theft of your products. A competitor is put on notice that an application has been filed on your product, but he cannot determine the status or scope of the application because all patent applications are kept confidential by the Patent and Trademark Office until a patent issues. Rather than run the risk of "buying a lawsuit" when your patent issues, a would-be copier will probably steal someone else's product—one that does not have a "patent pending" designation on it.

MICHAEL H. McGEE
TOILET TRAINING ASSEMBLY
FOR CATS

No. 3,688,742

Patented Sept. 5, 197.



Q6. If one of our employees invents something, who owns it?

A6. Generally, in the absence of an express agreement, the only instances where your company may have a right to or an interest in the invention and any patent which may be acquired thereon are as follows:

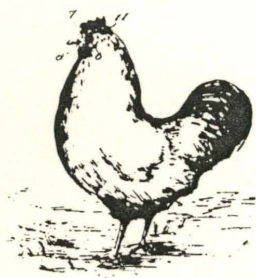
1. Where the employee has been specifically designated or employed to invent a specific thing and does so at your company's expense, title to the invention and to the patent to be obtained thereon becomes the property of your company;
2. Where the employee has not been specifically designated or employed to invent a specific thing, but the invention is made on company time and with the company's tools and materials, your company acquires what is known as "shop rights" entitling it to make, use and sell the invention in the conduct of its business, though it cannot prevent the employee from securing a valid patent and even peddling the invention to a competitor; and
3. Where the employee permits your company to use the invention without any reservation as to the employee's rights, this may constitute a constructive or implied license to the company to make and use the invention even outside the scope of its business.

Q7. Can our general lawyer write patent applications and represent us before the Patent Office?

A7. No, not usually. According to federal statute and the Patent Office rules, an attorney cannot represent a client before the Patent Section of the U.S. Patent and Trademark Office unless he has been certified for prosecution by the Office. To be registered or certified, an attorney must have a technical background sufficient to question the inventors, such as an undergraduate engineering degree or a degree in the physical sciences, and he must have passed a bar exam geared specifically for patent prosecution.

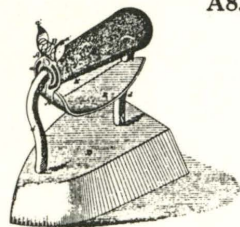
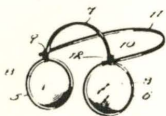
Q8. Is it advisable to conduct a search of patents and other records before finalizing a product?

A8. Yes, if it is found that the device is old and the basic rights to it cannot be tied up, it may not make sense to spend any further money on developing or promoting the product.



A. JACKSON, Jr.
GLASSES FOR CHICKENS

No. 730,918 Patented June 16, 1903.



W. REINHARD
SAD-IRON HOLDERS

No. 197,173. Patented Nov. 13, 1877.

Practical Advice About Patents

There are two routes to take in applying for a patent. One way is to file an application immediately in the U.S. Patent and Trademark Office and to let the Patent Examiner in charge of the application do a search to tell the patent attorney whether the client's invention is new or old. Unfortunately, the first response from the Patent Office on the merits normally takes 9-12 months. Few clients want to wait that long to see whether they should gear up for production or start putting together a campaign to sell the invention. They want an answer now.

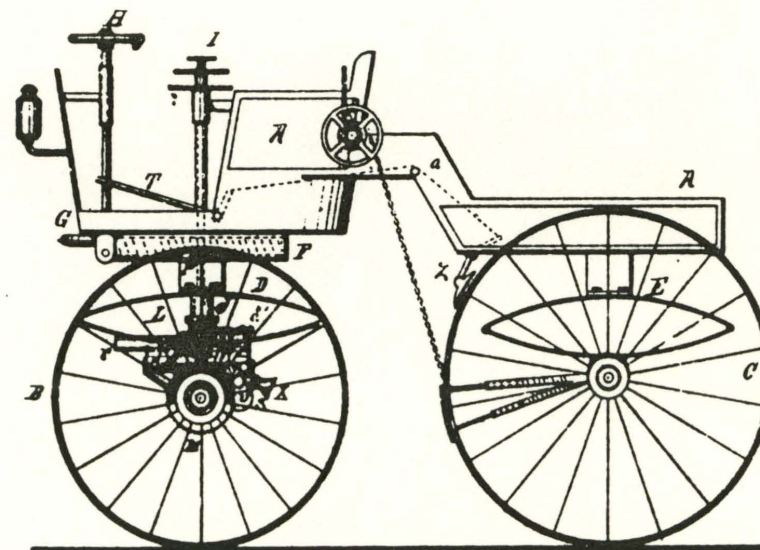
The second way to proceed, and clearly the most advisable, is for the patent attorney to initiate a search immediately at the U.S. Patent and Trademark Office for the invention. This type of search normally takes only 6-8 weeks and gives a good indication whether the particular invention can be protected by a patent and whether it infringes any existing U.S. patents. Ideally, this step should be taken before any money is invested in either building a prototype or finalizing any molds.

If the search shows that the invention may be patentable, it is usually suggested that the client apply for a patent. After the application is filed, the "patent pending" designation comes into play, and the time is right to promote the product.

G. B. SELDEN.
ROAD ENGINE.

No. 549,160.

Patented Nov. 5, 1895.



Trademarks

Inquiries Frequently Made



Q1. What is a trademark?

- A1. A trademark is a word, name, symbol or device, or any combination of these, adopted and used by a manufacturer or merchant to identify his goods and distinguish them from those manufactured or sold by others. In short, it is a brand name used on goods moving in the channels of trade.

Q2. What is the function of a trademark?

- A2. The primary function of a trademark is to distinguish one source's goods from those of another. A trademark also serves to indicate to purchasers that the quality of the goods bearing the mark remains constant. Further, it serves as the focal point of advertising to create and maintain a demand for the product.

Q3. How are trademark rights established?

- A3. Rights in a trademark are established only by adoption and actual use of the mark. No rights exist until there has been actual use, and a trademark may not be registered in the U.S. Patent and Trademark Office until the goods bearing the mark have been sold or shipped in interstate, foreign or territorial commerce.

Q4. What other types of marks can be federally registered?

- A4. Beside trademarks, there are other marks that can be registered—service marks, certification marks and collective marks. Service marks are used in the sale or advertising of services; certification marks are used to certify regional origin, mode of manufacture, accuracy, quality or other characteristics of the goods or services of someone other than the certifier, e.g., the Good Housekeeping "Seal of Approval"; and collective marks are used by cooperatives or other collective groups or organizations to signify membership in the association or to identify goods or services sold by members of the association.

Q5. Our company has a proposed trademark that we intend to use. Should we have a search performed to see if it is available?

- A5. Yes, before you invest any money in advertising the mark. That way, if it turns out that your proposed mark would conflict with an existing mark, you can change your mark now before you have invested a great deal of money in it. This search should be done by a trademark specialist.



Q6. Do we have to register our mark to protect it?

A6. Theoretically, trademark rights can be protected under common law without a registration. However, to enforce these common law rights, it usually requires a large expenditure of money to prove and establish common law ownership. In dollars and cents, it is more practical to obtain a federal registration for your mark. Should you have to protect your mark, this registration is proof that the Trademark Office has determined that you own the mark.

Q7. If a competitor uses one of our federally registered trademarks on a similar product, what can we do to stop him?

A7. Under the Trademark Counterfeiting Act of 1984, it is possible to quickly obtain a seizure order to confiscate your competitor's goods and subsequently destroy them. While such an order is also possible under the main Trademark Act of 1946 (the "Lanham" Act) and common law, this new Act puts some real "teeth" into trademark protection by providing stiff civil and criminal sanctions against any trafficker of counterfeit goods.

Q8. Should we also file for a state registration for our trademark?

A8. State trademark applications should only be filed if your company is doing business in one state and you are sure that your company has no plans to expand into other states. If this is not the case, state registrations are an inadequate approach to trademark protection. Further, these registrations will not prevent the owner of a prior federal registration from stopping your usage if he ever expands into your trading area.



Practical Advice About Trademarks

Three recurrent concerns in connection with trademarks are: 1. whether a proposed mark is available for a client's intended use; 2. whether a client's mark can be federally registered; and 3. whether a client's existing mark infringes someone else's mark.

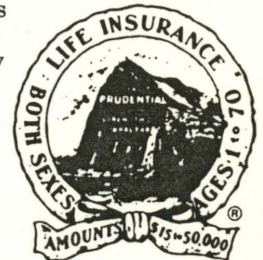
There is a simple question that you can ask yourself when any one of these three concerns arise: Would the use of your mark, or your proposed mark, create a likelihood of customer confusion between it and any existing mark that belongs to another? If it is probable that customers would be confused that your mark is somehow connected to, or authorized by, the owner of a prior mark, then you cannot federally register your mark and may be liable for trademark infringement.

If you are unsure of the answer to this question, a trademark specialist should be consulted.

"Trademark" Searches and Applications

With regard to trademark availability searches, knowledgeable companies usually contact qualified counsel to perform the work.

With regard to applications for federal trademark registration, a tear-out sheet has been provided at the end of this booklet so that you can easily organize and send the necessary information to a trademark specialist.



Copyrights

Inquiries Frequently Made

Q1. What is a copyright and what type of work can be protected by it?

A1. A copyright is a form of federal protection that exists for published and unpublished "original works of authorship" when they become fixed in a tangible form of expression. Copyrightable works include the following categories:

1. literary works;
2. musical works, including any accompanying words;
3. dramatic works, including any accompanying music;
4. pantomimes and choreographic works;
5. pictorial, graphic and sculptural works;
6. motion pictures and other audiovisual works; and
7. sound recordings.

These categories should be viewed quite broadly. For example, computer programs and their accompanying manuals are registrable as literary works; advertising brochures, catalogs, maps and architectural blueprints are registrable as "pictorial, graphic and sculptural works".

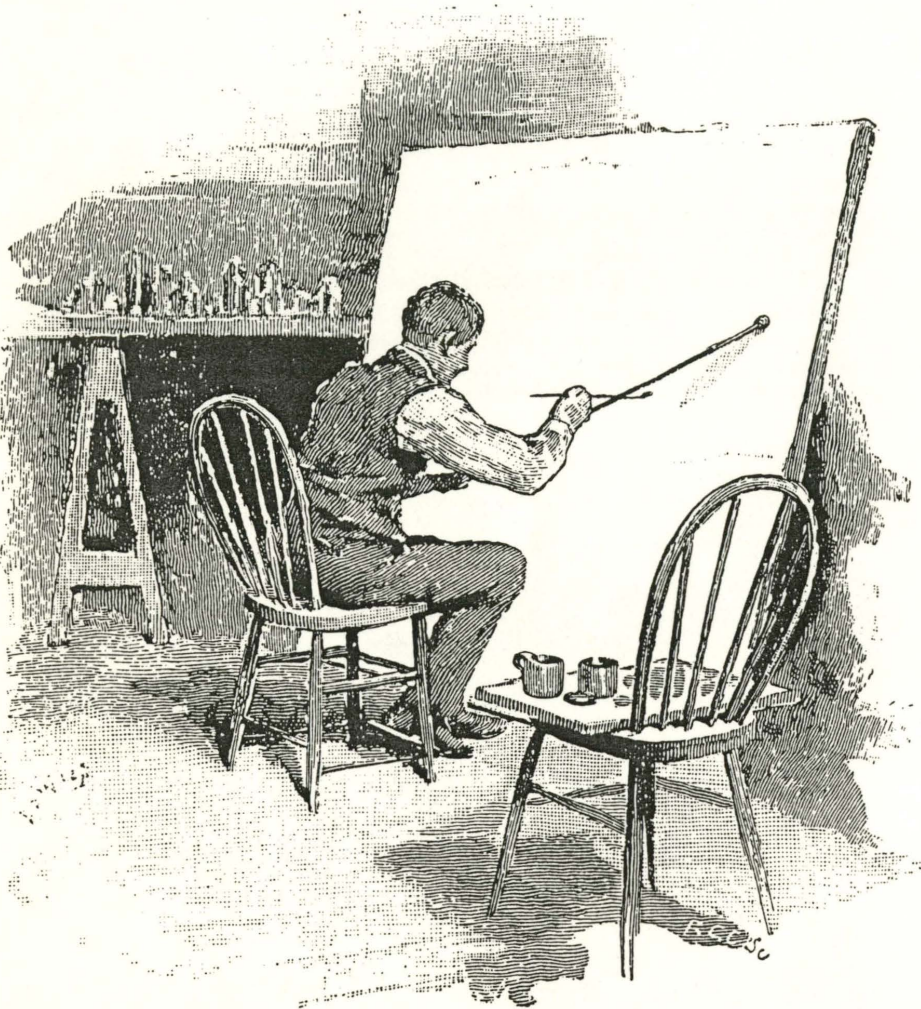
Q2. What are my company's rights as the owner of both published and unpublished works?

A2. Under the federal Copyright Act of 1976, which took effect on January 1, 1978, the owner of a copyright, who may not necessarily be the same as the author, has the following exclusive rights: the right to reproduce the "copyrighted" work, to produce derivative works, to distribute copies, to perform the work publicly and to display the work publicly.

Q3. What steps do we need to take to protect our works as copyrights?

A3. Under the 1976 Act, two things must generally be done to protect a work created on or after January 1, 1978:

1. a registration must be obtained from the U.S. Copyright Office for the work; and
2. a proper statutory copyright notice must be placed on all copies of the work that are publicly distributed.



Q4. What is a proper copyright notice?

- A4.** There are several forms of proper copyright notices for works. The most often used form is:

THE SYMBOL "©", YEAR OF THE FIRST PUBLICATION
OF THE WORK, NAME OF COPYRIGHT OWNER

Example: © 1987 DONALD S. HOLLAND

Q5. Can a copyright protect an idea?

- A5.** No, a copyright protects the expression of an idea and not the idea itself. Consequently, if you would like to copy the theme from a copyrighted story, you are generally free to do so as long as you do not copy or paraphrase passages from the story.

Q6. If we hire someone to produce a work, who owns the copyright?

- A6.** Under the 1976 Act, if that person is an in-house employee and he creates the work within the scope of his employment, this type of work is known as a "work for hire", and your company is considered the author and owner of the copyright. However, if the person is an outside consultant, such as a computer programmer, he may own the work unless there is an agreement to the contrary.

Q7. While we understand that we may not be able to reproduce an entire copyrighted work without permission of the copyright owner, can we copy just a portion without being liable for copyright infringement?

- A7.** Under the "fair use" doctrine, you may be able to use some of a published copyrighted work if the portions which you copy do not impair the marketability of the copyrighted work. However, because the nature of the interest at stake is highly relevant to whether a given use is fair, you should consult a copyright specialist to see if your use would fall under this "fair use" doctrine.

Q8. Should our company use copyright or trade secrecy to protect our newly developed software?

- A8.** If your program is a highly specialized one with an extremely limited distribution, trade secrecy is probably the best form of protection. It prevents competitors from seeing your product and thereby stops them from developing any derivative work that may be sufficiently different so as not to be protected under copyright law.

However, if your program is to be mass produced and widely sold, copyright would probably be the best route because it would be virtually impossible to maintain confidentiality of your program.



Practical Advice About Copyrights

There is a loophole in the Copyright Act of 1976 by which an owner can place a statutory copyright notice on his work without seeking to register it. The policy reasoning behind this provision is to preserve an owner's right to register this work at a later date in the U.S. Copyright Office.

However, the practical effect is to allow a client to have an excellent, inexpensive "bluffing" tool to scare away would-be copiers from stealing his work. When a competitor sees the standard copyright notice on a work, he usually assumes that the work is protected under copyright law.

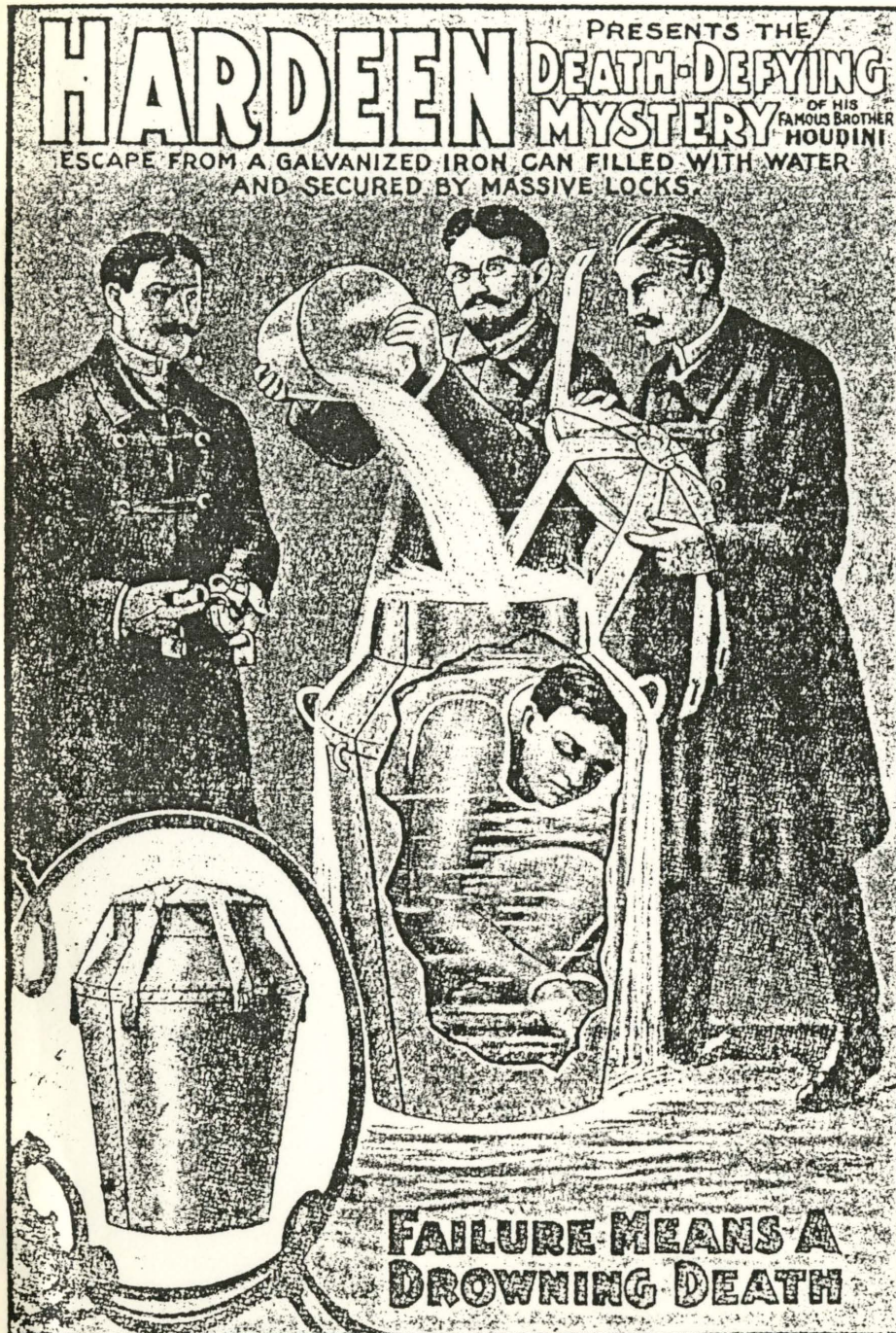
Under the Copyright Act, a work created on or after January 1, 1978 cannot be protected in court unless a copyright registration has been obtained from the Copyright Office. However, due to the fact that people rarely check to see if a work is actually registered, copyright specialists often advise a client simply to place a copyright notice on his less important works and not spend any money to register them initially. Should the need arise at a later date, e.g., an unauthorized copy of one of these works is actually sold, the client can always get a registration at that point and then stop people from selling the unauthorized product.

As for a client's more important works, e.g., a new software manual or program, the specialist usually recommends that the client apply for a registration before problems occur. In that way, if a competitor publishes an infringing product, the competitor's goods can be seized immediately via a court order, without having to wait for the registration to become effective.



"Copyright" Applications

Companies often have copyright specialists (normally patent attorneys) prepare their applications for copyright registrations, especially when they are out of the ordinary. Since the types of filing samples for these applications usually differ, you should consult the specialist as to what is needed for your case.



Trade Secrets

Inquiries Frequently Made

Q1. What is a trade secret?

A1. "A trade secret may consist of any formula, pattern, device or compilation of information which is used in one's business and which gives him an opportunity to obtain an advantage over competitors who do not know or use it."
 RESTATEMENT OF TORTS § 757 comment b (1939).

Q2. How does a court determine that something is actually a trade secret?

A2. Just because a competitor says that his information is a trade secret doesn't necessarily make it so. In determining whether a trade secret exists, courts generally weigh the following factors:

1. the extent to which the information is known outside the claimant's business;
2. the extent to which it is known by employees and others involved in his business;
3. the extent of measures taken by him to guard the secrecy of the information;
4. the value of the information to him and his competitors;
5. the amount of effort or money expended by him in developing the information; and
6. the ease or difficulty with which the information could be properly acquired or duplicated by others.

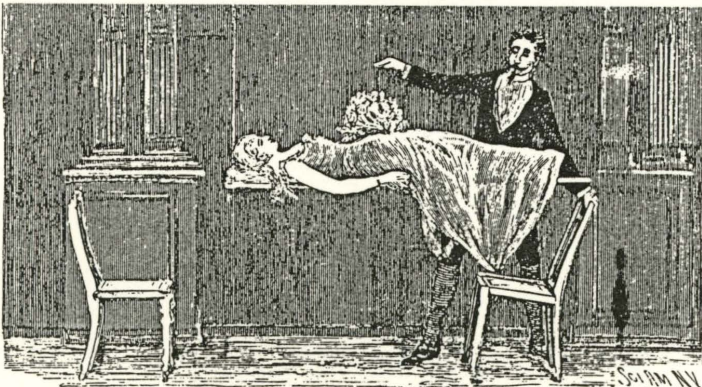
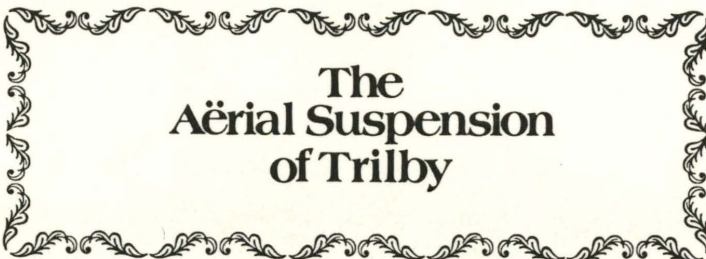
Q3. When is a person liable for disclosure or use of another's trade secret?

A3. "One who discloses or uses another's trade secret, without a privilege to do so, is liable to the other if

- a) he discovered the secret by improper means, or
- b) his disclosure or use constitutes a breach of confidence reposed in him by the other in disclosing the secret to him, or
- c) he learned the secret from a third person with notice of the facts that it was a secret and that the third person discovered it by improper means or that the third person's disclosure of it was otherwise a breach of his duty to the other, or
- d) he learned the secret with notice of the facts that it was a secret and that its disclosure was made to him by mistake."

RESTATEMENT OF TORTS § 757 (1939).

- Q4. What advantages are there to our keeping a trade secret?**
- A4.** A trade secret can give a company an edge over a competitor in making a device. Further, it can be used by a seller to bind a prospective purchaser or jobber to secrecy for a product made with the trade secret.
- Q5. What disadvantages are there in relying on trade secrecy for protecting an invention?**
- A5.** One who has lawfully acquired a trade secret may use it without liability unless he acquired it subject to a contractual limitation or restriction as to its use. For many products, trade secrecy is therefore not feasible because the nature of the product can be readily determined by any purchaser, either directly by inspection or by reverse engineering.
- Q6. When should we rely on trade secrecy alone rather than the patent system for protecting an invention?**
- A6.** Trade secrecy should be relied on if the invention is not patentable. Further, trade secrecy should also be relied on when the process or product is one which can be readily kept and defies reverse engineering, such as the COCA COLA® recipes, so that the period for which its exclusivity may be preserved is potentially longer than the 17-year term of a patent.



- Q7. What are some of the disadvantages with the trade secrecy route compared to the patent route?**
- A7.** While a patentee has a 17-year monopoly by which he can stop people from making, using or selling his invention, the owner of a trade secret has no rights, except against those who have contracted, expressly or by implication, not to disclose the secret, or who have obtained it by unfair means. Further, if a trade secret is disclosed to the public by a breach of confidence, the trade secret dissolves and the former trade secret holder generally has no recourse against new people who use it.
- Q8. Are there any steps we can take to discourage a prospective jobber from peddling our own inventions to another company?**
- A8.** In addition to using a simple trade secrecy agreement between you and any outsider that does work on an invention, your company should stamp a notice, such as the following, on each blueprint sent to them:

**NOTICE TO ALL PERSONS RECEIVING
THIS DOCUMENT**

This document is the confidential property of ABC, Inc. ("ABC") and is delivered on the express condition that it is not to be disclosed, reproduced in whole or in part, or used for manufacture for anyone other than ABC without ABC's prior written consent; and that no right is granted to disclose or use any information contained in this document. This restriction does not limit the right to use information obtained from another source.



THE ILLUSION EXPLAINED.

Practical Advice About Trade Secrets

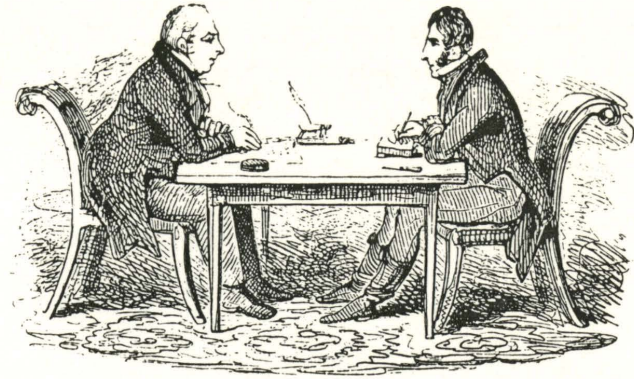
It hurts when the head of your research-and-development section is hired away by a competitor. What hurts worse is when he takes your secrets with him and they are used to duplicate your products.

To prevent this from happening, employment agreements are often used with key personnel. These agreements typically include a clause by which the employee agrees to maintain the confidentiality of your company's trade secrets, even after his employment is terminated. They also include a clause by which any invention created by him during the scope of his employment is automatically assigned to your company.

In the past, employers have been reluctant to sue employees who have given away their trade secrets. Instead, they have only sued the employee's new corporate employer. Nowadays, the trend is to include the ex-employees in the breach-of-secrecy lawsuits and to obtain actual judgments against them. This has an extremely chilling effect on any present employee who is even thinking of stealing the company's trade secrets.

During an "ex-employee's" exit interview, he should be shown his contract and reminded about the patent and trade secrecy clauses that he signed. Then, he should be gently reminded that the company expects him to keep its confidential information secret. This will deter most ex-employees from openly disclosing the company's trade secrets.

A sample employment agreement is reproduced on the following two pages. Before you use it, however, consult with your attorney to make sure it meets your company's specific needs.



Employee Agreement

In exchange for my employment being continued by ABC, Inc. (hereinafter referred to as "ABC") and for the salary or wages paid to me, I agree to the following:

1. I will perform for ABC such duties as may be designated by ABC from time to time, will faithfully comply with instructions and regulations which may be established by ABC, will devote my best efforts to the interests of ABC and, without the prior written consent of ABC during my period of employment by ABC, will not engage in other employment or any activities detrimental to the best interests of ABC.

2. I will promptly disclose to ABC and, without further compensation, assign to ABC or its designee all ideas, inventions or improvements made or conceived by me, whether solely or jointly with others, which relate to any of my work during the period of my employment with ABC whether or not during normal working hours, which pertain to any line of business activity of ABC, or which are aided by the use of time, material or facilities of ABC.

3. I will execute all necessary papers and otherwise provide proper assistance (at ABC's expense) during and subsequent to my employment to enable ABC to obtain for itself or its designee, patents, copyrights, or other legal protection for such ideas, inventions or improvements.

4. I recognize that during my employment I may receive, develop, or otherwise acquire various kinds of information which are of a secret or confidential nature. This information may belong to ABC or another company with which ABC is dealing. Except as authorized by ABC (in writing if after termination of my employment), I will not disclose or use, directly or indirectly, any such information. This information may relate to inventions,

products, product specifications, processes, procedures, machinery, apparatus, prices, discounts, manufacturing costs, business affairs, future plans, ideas, technical data or otherwise which is of a secret or confidential nature (whether or not acquired or developed by me).

5. Upon any termination of my employment, I will promptly deliver to ABC all written and other material which deal with the secret or confidential material described in paragraph numbered 4.

6. This Agreement survives my employment by ABC, does not in any way restrict my right or the right of ABC to terminate my employment, inures to the benefit of any successors or assigns of ABC and is binding upon my heirs and legal representatives.

7. I certify that to the best of my information and belief, I am not a party to any other agreement which will interfere with my full compliance with this Agreement, except as specifically identified below:

8. I certify and acknowledge that I have read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with these provisions.

ACCEPTED AND AGREED TO BY:

ABC, Inc.
1 Protection Lane
Anywhere, U.S.A.

By: _____ Date: _____
John R. Smith, President

EMPLOYEE

By: _____ Date: _____
Richard T. Johnson

(Home Address)

Tear-Out Sheet For "Trademark" Applications



If you would like a specialist to prepare an application for federal registration of a "trademark", send the following information:

I. Your full company name and principal address:

II. If your company is incorporated, the state under the laws of which it was organized:

III. The particular goods or services in connection with which the mark is used:

IV. The date of your company's first intrastate use of the mark on or in connection with the goods or services:

V. The date of your first interstate use of the mark on or in connection with the specified goods or services:

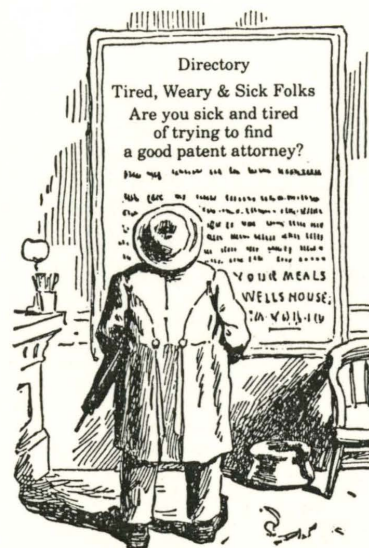
VI. The full name and corporate title of the person who will be signing the application:

In addition, send six (6) duplicate specimens of the mark as actually used, e.g., labels that bear the trademark and which are affixed to the goods themselves or the packages containing the goods. In the instance of service marks, send a single set of six (6) duplicate specimens of advertising for the mark, such as a newspaper advertisement or promotional brochure.

Also, fill in **your** name and corporate title below:



How To Choose Qualified Counsel To Handle Your Patent, Trademark And Copyright Matters



Patents

As mentioned earlier in this booklet, only a registered patent attorney or agent can prepare and prosecute a patent application in the U.S. Patent and Trademark Office. There are several ways to find a patent attorney:

1. Call your general attorney to ask him if he can refer you to a local patent attorney.
2. Contact the American Intellectual Property Law Association ("AIPLA"), 2001 Jefferson Davis Highway, Arlington, Virginia 22202, for a list of patent attorneys in your area.
3. Consult your local Yellow Pages under Patent Attorneys.

There are several questions that you should ask a prospective attorney before selecting him to do your patent work. Some are:

1. What is your engineering background?
2. Have you ever done any work in our particular field?
3. Have you ever been a Patent Examiner at the U.S. Patent and Trademark Office?
4. How many patents have you worked on in your career?
5. Have you ever taught any patent courses or written any literature in this area for publication?
6. Do you have experience in patent litigation?

Trademarks and Copyrights

Although there are some general attorneys who do trademark and copyright work, it is advisable to ask any prospective counsel the following questions to determine his level of expertise:

1. How many applications for federal trademark registration do you file a year?
2. Where and how did you get your trademark experience?
3. Have you ever published or taught trademark law?
4. Have you ever litigated in trademark and unfair competition?
5. Have you ever obtained a copyright registration in our field?
6. Have you ever published or taught copyright law?
7. How many applications for federal copyright registration do you file a year?
8. Have you ever litigated a "copyright"?

Our hats off to Grafiks
for their assistance in preparing this book.

